



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNDC, MNSD

Introduction

This is an application brought by the Landlord requesting a monetary order for \$6663.90, and requesting recovery of the \$100.00 filing fee.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties and the witness the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties and the witness.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicant has established a monetary claim against the respondents, and if so in what amount.

Background and Evidence

The parties agree that this tenancy began on November 1, 2011 and that the tenants vacated on January 18, 2017.

The parties also agree that a security deposit of \$700.00 was paid at the beginning of the tenancy.

The landlord testified that the carpets in the rental unit were only one month old when the tenants moved into the rental unit and had no damage whatsoever, however, at the end of the tenancy, the carpets had been badly clawed and damaged by the tenants cats, and there were oil stains on the stairs that would not come out, and, as a result, the carpets had to be replaced at a total cost of \$2997.25.

The landlords further testified that, at the beginning of the tenancy, the louvers on the bottom the fireplace were in good condition, however, at the end of the tenancy, they were found damaged and as a result had to be repaired at a cost of \$130.00.

The landlords further testified that, some of the walls in the rental unit had been damaged during the tenancy, and, as a result, they required repairs and repainting, at a cost of \$500.00. The walls had last been painted in 2011.

The landlords testified that the washer and dryer in the rental unit were like new when the tenants moved in, however, when they moved out, the painted had been worn off of the outside right down to the metal and there was mold on the interior of the washing machine, and as a result they had to be replaced.

The landlords further testified that the rental unit was left in need of significant cleaning and it appeared that no cleaning had been done whatsoever, and, as a result, a total of 53.25 hours of cleaning was required for a total of \$1331.25, and cleaning supplies totaling \$126.01.

The applicants are therefore requesting a total claim as follows:

Replace damaged carpets	\$2997.25
Replace damaged fireplace louvers	\$130.00
Repair and paint damaged walls	\$500.00
Replace washer and dryer	\$1563.52
53.25 hours of cleaning X \$25.00 per hour	\$1331.25
Cleaning supplies	\$126.01
Filing fee	\$100.00
Total	\$6748.03

The tenants testified that they don't dispute that their cats damaged the carpet although they are not aware of any oil stains on the carpet.

The tenants further testified that they are not aware of any damage having been caused to the louvers of the fireplace, as they never touched the fireplace.

The tenants testified that there were some scratches from their sons chair on the walls, however this is normal wear and tear for a five-year tenancy, and the landlord should have to bear the cost.

The tenants admit that, due to mistake, the washer and dryer were damaged, however they don't believe they need to be replaced as they were still functional. They further testified that they are not aware of any mold inside the washing machine, it simply needed cleaning and they would not have used the washing machine if it was moldy inside.

Tenants admit that they did not clean the rental unit sufficiently as they did not have sufficient time to do so, having only been given a two month Notice to End Tenancy. They further stated that had the landlord given them a longer Notice to End Tenancy they would have been able to better clean the rental unit.

In response to the tenant's testimony the landlord testified that at the end of the tenancy the male tenant stated that the fireplace louvers were damaged when they placed a heavy object against them.

The landlord further testified that the tenants were given the two month notice required by the Residential Tenancy Act, and were given the one month free rent compensation.

Analysis

The tenants of admitted that they damaged the carpets in the rental unit and therefore it's my finding that it's reasonable that the landlord replace those carpets, however awards for damages are intended to be restorative, meaning the award should place the applicant in the same financial position had the damage not occurred. Where an item has a limited useful life, it is necessary to reduce the replacement cost by the depreciation of the original item. In this case the carpets were approximately 5 years old and since carpets are considered to have a useful life of approximately 10 years, I will only allow 50% of the landlords claim for replacing the carpet.

I allow the landlord's claim for replacing the damaged fireplace louvers as the evidence provided shows that those louvers are not damaged at the beginning of the tenancy, and they were damaged at the end.

I will not allow the landlords full claim for painting and wall repair because the walls in the rental unit had not been painted for approximately 5 years, and the useful life of paint is approximately 4 years and therefore landlord should expect to have to paint every four years. The landlord should not however expect to have to do repairs to the walls before painting, and therefore I will allow a quarter of the cost of the amount claimed to cover the cost of wall repairs.

It is also my finding that the landlords have shown that the washer and dryer in this rental unit were badly damaged and therefore I will allow a portion of the claim for replacing the damaged washer and dryer. Again, I will not allow the full amount claimed as the washer and dryer were not new. It is my decision therefore that I will allow 50% of the replacement cost for the washer and dryer.

I will allow 50% of the landlords claim for cleaning and 100% of the claim for cleaning supplies, as it's my finding that the landlord has met the burden of proving that this rental unit was left in need of significant cleaning. I have not allowed the full amount claimed for labor however, as the landlord has not provided any independent estimates of the cost of cleaning the rental unit

The tenants testified that they were unable to clean the unit as they did not have sufficient time; however the tenants were given the required two month Notice to End Tenancy, and it was their responsibility to ensure that the rental unit was left clean when they vacated.

Therefore, pursuant to section 62 of the Residential Tenancy Act, I have allowed the following amounts:

50% of the cost of carpet replacement	\$1498.62
Replacement of fireplace louvers	\$130.00
25% of the cost of wall repairs and painting	\$125.00
50% of the replacement cost of the washer and dryer	\$781.76
50% of Cleaning labor	\$665.62
Cleaning supplies	\$126.01
Filing fee	\$100.00
Total	\$3427.01

Conclusion

I have allowed \$3427.01 of the claim and therefore pursuant to section 38 of the Residential Tenancy Act, I order that the landlords may retain the full security deposit of \$700.00, and I have issued a monetary order pursuant to section 67 of the Residential Tenancy Act for the respondents to pay \$2727.01 to the applicants.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 25, 2017

Residential Tenancy Branch